

SUPERINTENDENT'S CONTRACT

IT IS HEREBY AGREED by and between the Board of Directors (hereinafter called the "Board") of the DES MOINES INDEPENDENT COMMUNITY SCHOOL DISTRICT (hereinafter called the "District"), located in Polk and Warren Counties and THOMAS M. AHART (hereinafter called "Ahart"), that the District employ Thomas M. Ahart as Superintendent.

WITNESSETH:

1. In consideration of an annual "Base Salary" of not less than Two Hundred Sixty Thousand even dollars (\$260,000.00) to be paid in biweekly installments on twenty-six different payment dates during the year, except as herein otherwise provided, the District agrees to employ the superintendent upon the terms and conditions stated in this contract. Upon completion of the evaluation set forth in paragraph 3 below, the Board may increase, but not decrease, the Base Salary and benefits for the succeeding year. For such consideration, Ahart agrees to well and faithfully perform the duties of Superintendent and to serve as chief executive officer of the Board and to have such powers and duties as may be prescribed by the Board and by law.
2. The term of this contract shall commence on March 12, 2013, and shall be in effect through June 30, 2015. The parties acknowledge that the contract is subject to the provisions of Iowa Code Section 279.24. Upon receiving a favorable evaluation annually as set forth in Paragraph 3 below, the Board annually shall reopen the contract prior to July 1 and approve a new two year contract to begin July 1. Each year shall include 260 days of service. Should the contract be terminated prior to the end of its term for just cause, the termination procedures provided in sections 279.24 and 279.25 shall govern the termination process.
3. On or before March 1 of each year as stated in Paragraph 2 and at such other times as the Board may determine, the Board shall conduct an evaluation of Ahart's performance over the previous 12 months, consider continuation of the contract for another year term, and/or determine salary to be paid in the next year of employment. Evaluation of Ahart shall be based solely on criteria reflecting the Board established Ends and Management Limitations as reflected in Board Policy 3.2.3. These criteria may be modified by the Board at any time during the year but any new or modified expectations of the Board as reflected in its Ends and Management Limitations policies will only be applied prospectively when evaluating Ahart's performance.

4. The following provisions govern the payments due to Ahart in the event Ahart's employment terminates during the term of this contract as the result of one or more of the following events:

a. Death. In the event of Ahart's death during the term of this Contract, Ahart shall be paid any and all salary and benefits due Ahart under this contract through the date of his death or pursuant to any other plan, practice, policy or arrangement of the District, whichever is longer.

b. Disability. In the event of Ahart's disability the Board may terminate Ahart's employment as allowed in Iowa Code Chapter 279 and Ahart shall be paid any and all salary and benefits due Ahart through the date of termination.

c. Termination by District. The District may terminate Ahart's employment only in accordance with the terms of the Contract and Iowa Code Chapter 279, including but not limited to the termination procedures provided in sections 279.24 and 279.25.

d. Termination by Ahart. Ahart may resign from and be released from this Contract on terms as may be mutually acceptable to the Superintendent and the Board, acting in good faith.

5. Ahart shall furnish throughout the life of this Contract a valid and appropriate certificate to act as Superintendent in the State of Iowa as directed by the Board. Ahart shall have charge of the administration of the schools under the direction of the Board.

6. Days designated as holidays by the Board shall be regarded as days of service, subject to the rules governing the payment of such days.

7. Ahart shall receive vacation annually in accordance with the vacation procedures for twelve-month administrators, except Ahart's vacation will be accrued at twenty-five (25) days per fiscal year and may be accumulated without limitation. In the event this contract terminates prior to its termination date, Ahart shall receive pay for vacation days accumulated and unused for the preceding years and on a pro rata basis for the final part of the year in which the contract terminates. In the event this contract is not renewed, Ahart shall receive pay for vacation days accumulated and unused as of the last day of the contract term.

8. Ahart shall be entitled to leaves of absence in accordance with the procedures governing leaves of absence for twelve month administrators. Other leave, holidays, discretionary days, and early retirement shall be as provided by Board policy for other twelve month administrators in the District or as otherwise approved by the Board.

9. Deductions for absence for which pay is not allowed shall be made in an amount equal to the pay for one day of service for each day of absence.

10. The District shall provide to Ahart payment to a tax-sheltered annuity on the same basis as other twelve month administrators.

11. Ahart shall be provided with the same health, life, and long-term disability insurance benefits and travel benefits provided to the District's twelve month administrative staff.

12. To the extent allowable by Iowa Code 670.8, the District will defend and indemnify Ahart for any and all claims or demands arising from an alleged act or omission occurring within the scope of his employment or duties and will provide liability insurance for such claims as is provided for the District's other twelve month administrators.

13. The District shall provide professional membership in AASA and SAI.

14. This contract may not be extended, modified or terminated except by mutual written agreement of all parties hereto.

15. This contract replaces and supersedes any and all understandings, contracts or agreements between the parties concerning the terms of Ahart's employment, including specifically the Interim Superintendent's Contract entered into in May 15, 2012, and any previous such contracts.

16. This contract shall be construed according to the laws of the State of Iowa.

Dated this ____ day of March, 2013.

DES MOINES INDEPENDENT COMMUNITY
SCHOOL DISTRICT

THOMAS M. AHART

By _____
Richard Murphy, President, Board of Directors

By _____
Thomas M. Ahart, Superintendent

By _____
Patricia Lantz, Board Secretary